

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-16-T - ORDER NO. 2020-75
FEBRUARY 27, 2020

IN RE: Application of Soda City Movers LLC for)	ORDER APPROVING
Approval to Amend Tariff, along with a)	REVISED TARIFF AND
Request for Waiver of Publication)	WAIVING PUBLICATION
)	OF NOTICE

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Soda City Movers LLC (“Soda City,” “Applicant” or “Company”) to amend the Company’s current tariff. Soda City presently holds a Class E HHG Certificate of Public Convenience and Necessity (Certificate No. 9789-A) to transport household goods in South Carolina pursuant to the authority granted by this Commission.¹

By its Application, filed January 8, 2020, Soda City seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of the Company’s current tariff. According to the Company, adequate notice of the proposed amendments was given on the Commission’s website; therefore, Soda City requested waiver of the publication requirement. By Order No. 2020-37, the Commission granted the Applicant’s request and waived the publication requirement as allowed by Commission regulation 103-193(2).

¹ See Docket No. 2011-194-T.

By its Application, Soda City seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of the Company's current tariff. Some of the proposed changes consist of the addition of "standard" and "peak" rate schedules; an increase in the hourly rate for one mover from \$65 to \$75 (standard) – \$80 (peak); an increase in the hourly rate for two movers from \$95 to \$105 (standard) - \$110 (peak); an increase in the hourly rate for three movers from \$125 to \$135 (standard) - \$140 (peak); the removal of all promotional rates; and other various modifications.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed tariff and submitted its findings to the Commission on January 27, 2020. ORS's Impact Study revealed that Soda City was in compliance with the Commission's rules and regulations at its compliance review on January 21, 2020. Furthermore, ORS advises that Soda City is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Company within the past twelve months.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by Soda City to the South Carolina Tariff Bureau's (SCTB) rates, it appears that some of the rates proposed by Soda City are below the SCTB rates, while some are above, where a comparison rate is available. Although certain of the proposed rates are above the SCTB rates, we note that no other parties have filed in opposition to the rates proposed by the Company.

Having considered the Application, the lack of opposition, and the results of the ORS impact study, we conclude that the amended tariff proposed by Soda City is just and

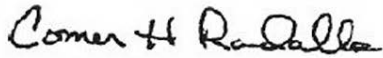
reasonable for the Company and its customers. Accordingly, the Company's Application to amend its current tariff should be approved.

IT IS THEREFORE ORDERED THAT:

1. The Application of Soda City Movers LLC to amend its tariff is approved, subject to compliance with all applicable statutes, rules, and regulations. The approved revised tariff is attached as Order Exhibit 1.

2. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:


Comer H. "Randy" Randall, Chairman

ATTEST:


Jocelyn Boyd, Chief Clerk/Executive Director

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by SODA CITY MOVERS, LLC. These services are furnished between points and places within the State of South Carolina.

SECTION 1**1.0 TRANSPORTATION CHARGES**

Transportation Charges include the hourly rates and travel rates as listed below. Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below. Drive time charges will be assessed according to the table in section 1.2. The clock starts at the appropriate hourly rate when the movers arrive at the customer’s pickup location and will continue to run until the completion of the move at the destination location.

1.1 Hourly Rates and Charges

Hourly rates will be charged as “Standard” rates for moves that take place from September 1 to April 30. “Peak” rates will be charged for moves that take place from May 1 to August 31.

“Holiday” rates will be charged for moves that take place on New Year’s Day, Memorial Day, Independence Day, Labor Day, Christmas Eve, and New Year’s Eve.

1.1.1 Standard Rates *(Rates are the same seven days a week)*

<u>Number of Movers</u>	<u>Hourly Rate</u>
One Mover and a Truck	\$75.00
Two Movers and a Truck	\$105.00
Three Movers and a Truck	\$135.00
Each Additional Mover	\$30.00

Additional trucks over one will be billed at the rates set forth above.

1.1.2 Peak Rates *(Rates are the same seven days a week)*

<u>Number of Movers</u>	<u>Hourly Rate</u>
One Mover and a Truck	\$80.00
Two Movers and a Truck	\$110.00
Three Movers and a Truck	\$140.00
Each Additional Mover	\$30.00

Additional trucks over one will be billed at the rates set forth above.

1.1.3 Holiday Rates *(For holidays listed in Section 1.1)*

Number of Movers	Hourly Rate
One Mover and a Truck	\$110.00
Two Movers and a Truck	\$150.00
Three Movers and a Truck	\$190.00
Each Additional Mover	\$40.00

Additional trucks over one will be billed at the rates set forth above

1.2 Drive Time / Flat Travel Fees

A “flat travel fee” will only apply to moves transported within the cities of Columbia, Irmo, Lexington, West Columbia, Cayce, Chapin, Elgin and Blythewood. Moves outside of these areas will pay for estimated travel time from the office and back at the appropriate hourly rate. The flat travel fees are assessed by determining the origin zip code and destination zip code and adding the respective charges together based on the appropriate number of movers assigned to the move. The fee will be added to the cost of the move which covers the round-trip drive time from and to the office. The flat travel fee table below outlines charges based on each zip code location.

Zip Code Group	1 Truck	1 Truck	1 Truck	2 Trucks	2 Trucks	2 Trucks
	1 Man	2 Men	3 Men	4 Men	5 Men	6 Men
Group 1: 29201	\$20.00	\$25.00	\$32.50	\$50.00	\$57.50	\$65.00
Group 2: 29202, 29204, 29208, 29171	\$22.00	\$28.00	\$35.50	\$56.00	\$63.50	\$71.00
Group 3: 29169, 29205, 29210, 29206, 29033, 29203	\$25.00	\$30.00	\$37.50	\$60.00	\$67.50	\$75.00
Group 4: 29209, 29223, 29170, 29172, 29212, 29063	\$30.00	\$35.00	\$42.50	\$70.00	\$77.50	\$85.00
Group 5: 29229, 29016, 29072, 29073	\$32.00	\$38.00	\$45.50	\$76.00	\$83.50	\$91.00
Group 6: 29207, 29045, 29036	\$40.00	\$45.00	\$52.50	\$90.00	\$97.50	\$105.00
<i>Each additional mover without a truck will add \$30 to the round-trip travel fee.</i>						

Example: A customer moving from 29212 to 29204 with a 2 man crew will pay a \$63.00 flat travel fee (\$35.00 for driving to 29212 and \$28.00 for driving back from 29204. A customer moving from 29212 to 29212 with a 2 man crew will pay a \$70.00 flat travel fee (\$35.00 each way).

1.3 Office Hours / Minimum Hourly Charges:

SODA CITY MOVERS, LLC will have the following office hours: Monday – Friday, 9:00 am – 5:00 pm, Saturday 10:00 am – 12:00 pm, and closed on Sunday.

Monday-Saturday	Two-Hour Minimum Charge + Flat Travel Fee
Sundays	Four-Hour Minimum Charge + Flat Travel Fee
Holidays (listed in Section 1.1)	Four-Hour Minimum Charge + Flat Travel Fee

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 72 hours of their move, SODA CITY MOVERS, LLC will charge the applicable minimum.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Gun Safe (in excess of 400 lbs.) - \$100
- Pool Table - \$175
- Fireproof File Cabinet - \$100
- Golf Cart/Riding Lawnmower - \$100
- Spinet/Upright Piano - \$100
- Baby Grand/Grand Piano - \$200

2.2 Elevator or Stair Carry

SODA CITY MOVERS, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

SODA CITY MOVERS, LLC does not charge an additional fee for carrying article an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

SODA CITY MOVERS, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 SODA CITY MOVERS, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 SODA CITY MOVERS, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. SODA CITY MOVERS, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

SODA CITY MOVERS, LLC charges an additional fee for moving pianos as specified in Section 2.1. SODA CITY MOVERS, LLC will not move pianos up or down more than 5 steps.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, bunk beds, baby cribs, and similar articles.

2.8 Overnight Hold/Storage

SODA CITY MOVERS, LLC can hold a shipment in our truck(s) overnight at a rate of \$250 per truck, per night. The clock will restart on the agreed upon delivery date beginning at 9am. If the customer is not available to accept delivery at this time, customer will be charged waiting time as outlined in section 3.10.

SECTION 3**3.0 RULES AND REGULATIONS****3.1 Damages and Claims**

All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading. Claimant must notify carrier of all claims for concealed damage within 96 hours of the move. SODA CITY MOVERS, LLC must be given a reasonable opportunity to inspect damaged items.

3.2 Right to Repair

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, SODA CITY MOVERS, LLC reserves the right to repair the damage(s) in question. If we determine that the damages cannot be repaired, we reserve the right to either replace or compensate for the damage according to the valuation option selected by the customer on the Bill of Lading prior to starting the move. If there is damage, notify SODA CITY MOVERS, LLC immediately. We will complete a Damage Report before we leave your site. If you discover damage after the move, the customer must notify the office within 96 hours of the move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.3 Damaged Goods

In consideration of the rate charged it is mutually agreed and understood that the liability of SODA CITY MOVERS, LLC with respect to loss and/or damage of the consigned goods is limited to 60 cents per pound. SODA CITY MOVERS, LLC shall not be liable in any event for any special or consequential damages including but not limited to loss of profits, income utility or market whether or not SODA CITY MOVERS, LLC had knowledge that such damage might be incurred.

3.4 Excluded Items

SODA CITY MOVERS, LLC is NOT LIABLE under any circumstances for damage in excess of the amount provided in Section 3.3 to: (1) refrigerators (2) appliances (3) exercise equipment (4) particle board furniture (5) wood floors (6) laminate flooring (7) glass furniture items (8) contents of containers not packed by our movers, (9) the customers home, building or land of any sort (10) marble (11) bicycles (12) ceramics (13) plants (14) lamps & lamp shades (15) vacuum cleaners (16) electronics (17) glassware of any kind (18) pictures (19) mirrors. We strongly recommend transporting items 11-19 on your own

3.5 Flat Panel Televisions

Flat panel televisions (LED, LCD, Plasma, etc.) will NOT be covered for damage unless customer allows SODA CITY MOVERS, LLC to perform packing of TV(s) and verify functionality before and after transportation. Additionally, TV packing materials must be purchased by the customer from SODA CITY MOVERS, LLC.

3.6 Appliances

SODA CITY MOVERS, LLC is NOT LIABLE for damaged functionality of appliances resulting from disassembling, assembling, or transporting. Please double-check appliance connections as we are not responsible for water leaks. SODA CITY MOVERS, LLC will not disconnect or install appliances

3.7 Items of Particular Value

SODA CITY MOVERS, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. SODA CITY MOVERS, LLC will not accept responsibility for safe delivery of such articles if they come into SODA CITY MOVERS, LLC's possession with or without SODA CITY MOVERS, LLC's knowledge.

3.8 Right to Decline Items

SODA CITY MOVERS, LLC reserves the right to decline, at its sole discretion, to move particular items because of their condition, weight, size, or fragile nature. No slate top pool tables will be moved unless they are fully disassembled prior to arrival.

3.9 Computing Charges

SODA CITY MOVERS, LLC rates are computed by multiplying the applicable hourly rate by the time and adding the appropriate travel charge as provided in Section 1.

3.10 Delays and Waiting Time

SODA CITY MOVERS, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities. The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of SODA CITY MOVERS, LLC.

3.11 Disputes

Any legal dispute or claim against SODA CITY MOVERS, LLC must be brought in the Richland County Magistrate's Court if the amount in controversy is less than \$7,500 or in the Richland County Circuit Court if the amount is more than \$7,500. All disputes shall be governed by South Carolina law, and recovery is limited to the actual value of the household goods that are damaged or destroyed.

3.12 Governing Publications

SODA CITY MOVERS, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.13 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of SODA CITY MOVERS, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

SECTION 4**4.0 PROMOTIONS**

SODA CITY MOVERS, LLC does not offer any promotional rates or discounts.